

**Request for quotation
from agencies for Solid Waste sample collection and waste
characterisation in
Ahmedabad, Gujarat, India**



National Institute of Urban Affairs

Published by:

National Institute of Urban Affairs (NIUA),

1st Floor, Core 4B, India Habitat Centre,

Lodhi Road, New Delhi- 110 003

23 April, 2024

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The NIUA (in consultation with the concerned Committee and Director) may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document or cancel this process

Letter of Invitation

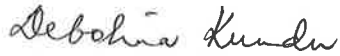
New Delhi
23 April, 2024

Dear Mr. / Ms.:

1. The National Institute of Urban Affairs (NIUA) (hereinafter called “Client”) now invites proposals from agencies to provide their services in Solid Waste Quantification, and Composition analysis in Ahmedabad, Gujarat, India. More details on the Services are provided in the Terms of Reference (TOR).
2. This RFQ includes the following documents:
 - i. This Letter of Invitation;
 - ii. Terms of Reference;
 - iii. Evaluation Criteria;
 - iv. The Forms of Submission of the Proposal
 - Technical Proposal (Tech Forms);
 - Financial Proposal
 - v. Standard Form of Contract.
3. The agencies shall be selected under the **Least Cost Selection (LCS)**. Agencies with more than 70 scores in technical evaluation shall be selected for further financial evaluation by the Client.
4. **The sampling and fieldwork tentative period for pre-monsoon are (Batch 1: 16 May 2024 to 20 May 2024- 5 sites, Batch 2: 23 May 2024 to 27 May 2024- 4 sites) and during monsoon are (Batch 1: 29 August 2024 to 02 September 2024- 5 sites, Batch 2: 05 September to 09 September 2024- 4 sites)**. Later on, depending upon the requirement of services, a specific Work Order shall be issued. Additional details are provided in **Section III: Evaluation and Qualification** of this RFQ Document.
5. The RFQ shall be published on the NIUA website and is free of cost for download. Bid Security / Earnest Money Deposit (EMD) is not required for the submission of the proposal. It is not permissible to transfer this invitation to any other firm.
6. The RFQ shall comprise your technical and financial proposal and must be received at the following address via physical copy to **National Institute of Urban Affairs, Core 4B, 1st Floor, India Habitat Centre, New Delhi-110003 by 30 April, 2023, 17:00 hr IST**. The Bidders are requested to provide their technical proposal and financial quotation separately in one sealed envelope.
7. Any queries in relation to the RFQ to be sent prior to **26 April 2024, 17:00 hr IST at the mail ID procurement@niua.org and the responses will be available online by 27 April 2024**.
8. To substantiate their credentials and to respond to any queries, the agencies may be asked to make a presentation of their Technical and Financial Proposal, during the evaluation stage.
9. NIUA is under no obligation to guarantee any assignments to you at any point of time during the period of assignment.

10. The issue of the RFQ does not imply that the NIUA is bound to select bid(s), and it reserves the right without assigning any reason to
- Reject any or all of the bids, or
 - Cancel the tender process; or
 - Abandon the procurement process; or
 - Issue another bid for identical or similar work.

Yours sincerely,



Dr. Debolina Kundu
Director (Additional Charge), NIUA

TERMS OF REFERENCE

1. ABOUT THE ORGANIZATION (NIUA- NATIONAL INSTITUTE OF URBAN AFFAIRS)

The National Institute of Urban Affairs (NIUA) is India's leading national think tank on urban planning and development. As a hub for the generation and dissemination of cutting-edge research in the urban sector, NIUA seeks to provide innovative solutions to address the challenges of a fast-urbanizing India and pave the way for more inclusive and sustainable cities of the future.

2. ABOUT THE PROJECT (SOLID WASTE QUANTIFICATION, AND COMPOSITION, ANALYSIS) IN AHMEDABAD

The project seeks to support the city of Ahmedabad to accelerate the delivery of the pathway towards zero waste strategy. The programme aims to provide intensive support to strengthen the data baseline and its management, build technical and operational capacity amongst stakeholders, and support the implementation of pilot projects and a citywide deployment schedule, achieving highly visible wins, accelerating action and positioning them on the C40 Pathway Towards Zero Waste.

3. ABOUT THE ASSIGNMENT

The National Institute of Urban Affairs (NIUA), client and Kushaagra Innovations Foundation (KIF), service provider [CONSORTIUM] is closely working together to deliver the outcomes of the proposed project.

The agency will need to help the client and the service provider in conducting a study on solid waste quantification, and composition analysis for the city of Ahmedabad for two seasons (Pre-monsoon- May and During-monsoon- August). The agency will help in determining the composition of waste collected from different waste generators, to enable estimation of overall waste quantities per type of waste. The agency will need to collect, segregate and weigh the waste samples at sample locations (9 sites).

4. OBJECTIVE

Given the nature of the project, NIUA is looking for an agency that has a presence in Ahmedabad and has a large team of waste pickers, and field supervisors to help the client in waste collection, segregation and weighing at the sample locations.

5. SCOPE OF WORK

Following is the scope of work defined under this assignment by an agency:

- a) Undertake a field survey with the project team to understand and document the source of waste collected by the identified vehicles.
- b) The agency will need to conduct door-to-door waste collection on a sample basis to ensure comprehensive data gathering. This process will involve collecting and weighing samples from major 10-12 waste generator categories, including residential (slum, low, middle, and high income), commercial (office and market), institutional, small/medium manufacturing, hotels, vegetable markets, and predominant places of worship. Approximately 10 samples will be collected from each category, totaling around 120 samples.

- c) A recommended sample weight of approximately 100kg of waste per sample shall be collected from 9 sites (sample off-loading sites).
- d) The existing waste collection mechanism on site like JCB would be used to mix the waste from incoming waste vehicles and identify 3 to 5 samples from one incoming waste. The hiring of JCB would be the agency's responsibility.
- e) Samples would be unloaded onto different areas where separate teams of Waste pickers would segregate the waste into desired categories.
- f) The sampled waste shall be segregated into nine waste categories (Plastic, Paper, Glass, Metals, Rubber, Cloths, Food waste/ Organic, Horticulture waste and wood, Soil/Silt/ Ash/ Inerts).
- g) Samples are to be collected for 5 continuous days (minimum) at 9 sites (including weekends, and festive holidays if any).
- h) Approximately 125 samples per day (125 samples in Batch 1 and 125 samples in Batch 2) will be considered for the assignment. This would be approx. 1250 samples (125 samples x 10 days) during the pre-Monsoon (May) and a similar number of samples during the During-Monsoon (August)
- i) It is desired that independent teams of field supervisors and waste segregation teams for each staff at each site should be deployed for the segregation of each sample.

6. PROCEDURE

The following procedures should be utilised in completing the waste composition sampling:

1. Selection of flat and level areas for discharge of the vehicle load. The surface would be swept clean or covered with a clean, durable tarp prior to discharge of the load.
2. The sampling area would be demarcated using high visibility traffic-cones. This is intended to assure the safety of the team by preventing vehicles from randomly entering the sorting area.
3. Waste storage containers labelled with the waste components selected for sampling would be arranged around the perimeter of each of the tarps.
4. The accuracy of the scale should be periodically checked using a known (reference) weight.
5. At the start of the characterisation process, waste samples would be randomly selected from incoming waste delivery vehicles.
6. For the waste samples obtained from incoming vehicles, the wheeled-loader should be used to mix the waste and transport a sample to the designated sampling area for sorting.
7. On visual basis sufficient mass of material, at least four times the desired weight of the sorting sample (i.e. approximately 400kg) would be selected from each vehicle. Quarter and coning method would be applied to select one quarter as sorting sample.
8. Unprocessed solid waste is a heterogeneous mixture of materials so, care would be taken during application of the procedures for sample collection in order to obtain a representative sample.
9. Following identification and segregation, each waste item is placed in the appropriately labelled storage container.
10. Sorting of the waste sample would continue until the maximum particle size of the remaining waste particles is approximately 10 mm.
11. The gross weights of the storage containers should then be recorded on the summary form.
12. Following the weighing of the sorted wastes, the sorted waste material would be removed from the containers and transported to the disposal location.
13. Gross weights of the storage containers and of any waste items sorted but not stored in containers would be recorded. After recording the gross weights, empty the storage containers would be weighed again. Re-weighing is important and necessary if the containers become moisture laden.

7. HEALTH AND SAFETY

Hazard posed to personnel will be more during material movement, unloading and sampling due to continuous vehicular movements at the collection points (Refuse Transfer Stations (RTS)). Various risks

like chemical hazard, accidental injuries and infection, heat stroke are associated with sampling activity at waste handling facility. Potential impacts are negative but short term and revisable by mitigation measures. It shall be the responsibility of the agency to ensure the following actions to ensure good health safety and environmental quality.

- Seasonal **personal protective equipment (PPE)** to be provided to all the personnel involved in the activity.
- Preparation of **Standard Operating Procedures (SOP)** for the activity and training the personnel for the same.
- Providing appropriate work breaks to avoid fatigue.
- Provision of **first aid box to cater any small accidental injuries at the sampling site.**
- **Provision of clean drinking water and other sanitation facility access** to all the personnel to avoid heat stress, dehydration and any fatigue.
- Providing appropriate signage, boards with instructions in local language at sampling location to avoid any hazards around activity area.
- Provision of supervisory staff to ensure adherence to health and safety measures and precautions, particularly including the use of PPE by personnel involved in activity.

8. PROJECT DELIVERABLES

- Undertake a survey to identify vehicles with the project team for undertaking a quantification survey.
- Waste quantification for the major 10 to 12 waste generator categories (approx. 120 samples) in selected wards and areas across the city and document the weights in the desired format
- To collect the 100kg sample quantity for each sample for 5 consecutive days at 9 sample locations for both seasons (Pre-Monsoon and During-Monsoon).
- To manually sort the sample into each container for each of the respective waste components by a team trained before the sampling and sorting process commences.
- To weigh the sorted waste sample for 5 consecutive days at 9 sample locations for both seasons (Pre-Monsoon and During-Monsoon).

NOTE: It is the agency's primary duty to arrange the two electronic handheld weighing machines (One with a minimum capacity of 100kg, and the other with 500 grams capacity) and bins for the quantification and segregation of sample waste.

9. PAYMENT SCHEDULE AND CONDITIONS

A specific work order indicating the contract amount will be signed with the selected agency. The payment against each project deliverable will be paid to the agency after the satisfactory completion of all tasks and deliverables assigned under the project deliverables and scope of work.

Release of payment will be made within 30 days of receiving the invoice along with relevant supporting documents.

| Deliverables | Payment schedule (Percentage) |
|--|-------------------------------|
| Submission of detailed strategy of team deployment and work strategy | 10% |
| Pre-Monsoon: Collection, segregate and weigh the waste samples at sample locations (9 sites). | 45% |
| During-Monsoon: Collection, segregate and weigh the waste samples at sample locations (9 sites). | 45% |

10. DATA PRIVACY AND OWNERSHIP CLAUSE:

All data collected during the study shall be owned exclusively by the tendering agency. The party conducting the study agrees not to disclose, distribute, or share any collected data with any third party without prior written consent from the tendering agency. Any breach of this agreement shall result in legal action and may incur penalties as per applicable laws and regulations.

11. PROJECT BUDGET

All costs included in the financial proposal must be all-inclusive, including any VAT/GST, copyright or bank fees, transportation, venue or equipment charges, hiring JCB, translation etc. A budget of **INR 850,000** is available including all taxes and other 'hidden' costs. **Bids must not exceed this value. Bids exceeding the budget will be not selected.** All types of costs are to be included in all expenses and identify what support they need from the NIUA and KIF (Consortium)

All costs incurred in connection with the submission of this RFQ are non-refundable by NIUA.

Evaluation and Qualification Criteria

1. ELIGIBILITY CRITERIA

- i. Should be a company registered under the provisions of the Indian Companies Act, 2013 / Companies Act, 1956 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act or NGO / Wastepicker cooperative / Sole Proprietorship firm / Society. **Joint Venture / Consortium is not allowed.** Copy of certificate of incorporation along with name change if any, copy of PAN Card and copy of GST Registration Certificate is required.
- ii. On the last date of submission of the Proposal, the Agency should not be blacklisted by the Central Government/State Governments/Union Territories/PSUs in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices. The form for self-certified undertaking is attached in Tech Forms.
- iii. The agency should have an office/branch in Ahmedabad.

If the above Eligibility Criteria are not satisfied, then the Technical Proposal will not be further evaluated.

2. SELECTION PROCESS

An Agency shall be empanelled under the selection method based on **Least Cost Selection (LCS)**. Agencies with more than 70 scores in technical evaluation shall be selected for further financial evaluation by the client. Later on, depending upon the requirement of services, a specific Work Order shall be issued. The minimum qualifying technical score will be 70 out of 100. Non-compliant or inadequate technical proposals (i.e. scored below a minimum technical score of 70) will be rejected.

Technical Score: The proposals will be assigned a technical score based on the following criteria:

| S. No. | CRITERIA | MAXIMUM SCORE |
|----------|--|---------------|
| 1 | CRITERIA 2: Profile and Work Experience | 40 |
| A | <p>The agency must have prior experience dealing with government agencies in similar projects in last five years.</p> <p>Similar / Relevant projects functionalities/services developed (Experience in similar assignments – Completed) – Minimum three assignments.</p> <p>Similar Assignments means – expertise in conducting solid waste quantification, composition study and field work for waste collection and sorting or landfill management or dumpsite remediation.</p> <p>Supporting documents required – Copy of Contract/ Work Order and Completion Certificates from the Client OR Copy of Contract / Work Order and Self-Certificate of Completion by the Authorized Signatory on the Letter Head of the Company with relevant information like name of the assignment,</p> | 20 |

| S. No. | CRITERIA | MAXIMUM SCORE |
|----------|---|---------------|
| | date of start, date of completion, contract amount and total payment etc. | |
| B | Experience in undertaking Door-to-door collection and transportation of Solid Waste Management Supporting Documents required –Copy of Contract/ Work Order and Completion Certificates from the Client OR Copy of Contract / Work Order and Self-Certificate of Completion by the Authorized Signatory on the Letter Head of the Company with relevant information like name of the assignment, date of start, date of completion, contract amount and total payment etc | 20 |
| 2 | CRITERIA 3: Team Profile | 20 |
| A | Number of waste pickers registered with the agency (less than 1000 workers- 5 scores, more than 1000 workers- 10 scores) | 10 |
| B | Number of site supervisors (less than 5 site supervisor- 5 scores, more than 5 supervisors- 10 scores) | 10 |
| 3 | CRITERIA 4: Presentation to Client | 40 |
| A | Presentation on the technical capabilities of the agency (In pendrive and hardcopy) | 20 |
| B | Presentation on detailed strategy for sampling (In pendrive and hardcopy) | 20 |
| | TOTAL TECHNICAL PROPOSAL SCORE | 100 |

The agency must be able to function under strict deadlines.

Form-Technical Proposal

The Technical Proposal submitted by the agency should have the following details to substantiate credentials:

- a) Form Tech -1: Technical Proposal Submission Form
- b) Form TECH-2: Power of Attorney
- c) Form Tech – 3 Declaration Regarding Blacklisting/ Non-Blacklisting from Taking Part in Govt. Tender
- d) Form Tech – 4 Bidder Information Form
- e) Form TECH-5: Work Experience

Similar / Relevant projects functionalities/services developed (Experience in similar assignments – Completed) – Minimum three assignments. The agency must have prior experience dealing with government agencies in similar projects over the last five years. Similar Assignments mean – expertise in conducting solid waste quantification, composition study and field work for waste collection and sorting or landfill management or dumpsite remediation

Supporting documents required –

Copy of Contract/ Work Order and Completion Certificates from the Client OR Copy of Contract / Work Order and Self-Certificate of Completion by the Authorized Signatory on the Letter Head of the Company with relevant information like name of the assignment, date of start, date of completion, contract amount and total payment etc.

Experience in undertaking D2D collection and transportation of Solid Waste Management

Supporting Documents required –

Copy of Contract/ Work Order, Hard or copy of the report of Similar nature Completion Certificates from the Client OR Copy of Contract / Work Order and Self-Certificate of Completion by the Authorized Signatory on the Letter Head of the Company with relevant information like name of the assignment, date of start, date of completion, contract amount and total payment etc

- f). Form 6 and 7- Composition and quality of the proposed team - Profile of the team and track record in handling similar assignments.
- g). Presentation on the technical capabilities of the agency (In pendrive and hardcopy)
- h). Presentation on detailed strategy for sampling (In pendrive and hardcopy)

Form Tech -1: Technical Proposal Submission Form

(on the letterhead of the company specifying his name and address)

Location _____

Date _____

To:

The Director,

National Institute of Urban Affairs

Core 4B, 01st Floor, India Habitat Centre

Lodhi Road, New Delhi – 110003

Dear Sir,

We, the undersigned, offer to provide the services for solid waste sample collection and waste characterisation at sampling locations in Ahmedabad, Gujarat, India in accordance with your Request for Proposal dated [XXXX]. We are hereby submitting our Technical and Financial Proposal.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this proposal may lead to the rejection of our proposal by the client;
- b) Our proposal shall be valid and remain binding upon us for the period of 60 days;
- c) Our proposal is binding upon us and subject to any modifications resulting from the contract negotiations.

We acknowledge and agree that the client reserves the right to annul the selection process and reject all Proposals at any time prior to the contract award, without thereby incurring any liability to us.

We remain,

Yours sincerely,

Name of the Agency: _____

Signature of the Agency's head: _____

Address: _____

Form TECH-2: Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for **XXXXXX**, proposed to be developed by the (the "Client") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Client.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Form Tech – 3 Declaration Regarding Blacklisting/ Non-Blacklisting from Taking Part in Govt. Tender

(On non – judicial stamp paper of INR 100/- or such equivalent document duly attested by notary public)

I / We Proprietor/ Partner(s)/ Director(s) of M/s ----- hereby declare that the firm/company namely M/s----- has not been blacklisted or debarred in the past by any other Government organization from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/s ----- hereby declare that the firm/company namely M/s-----was blacklisted or debarred by any other Government Department from taking part in Government tenders for a period of ----- years w.e.f.----- . The period is over on -----and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled.

Dated this Day of, 2023....

Yours sincerely,

Name of the Agency: _____

Signature of the Agency's head: _____

Address: _____

Form Tech – 4 Bidder Information Form

| | | | |
|---|---|---|---|
| a | Name of Bidder with full address | : | |
| b | Tel. No. | : | |
| c | Fax No. | : | |
| d | Email | : | |
| e | Year of Incorporation. | : | Proof of registration of the Bidder to be submitted |
| f | Name and address of the person holding the Power of Attorney. | : | |
| g | (i) Place of Business. | : | |
| | (ii) Date of Registration. | : | |
| h | Name of Bankers with full address. | : | |
| i | Regional presence (Direct office) | : | The location details to be provided |
| j | GST Registration Number | : | Copy to be submitted. |
| k | Are you presently debarred / Blacklisted by any Central/ State Government Department / Union Territory (If Yes, please furnished details) | : | |
| l | Name and details (Tel / Mobile / Email) of contact persons | : | |

Form TECH-5: Work Experience

Similar / Relevant projects functionalities/services developed (Experience in similar assignments – Completed) – Minimum three assignments. The agency must have prior experience dealing with government agencies and/or multinational corporations in last five years. The format for submission of previous SIMILAR assignments is given below:

| Duration | Brief description of Previous Assignments | Brief description of main components / outputs | Name of Client and location of Assignment | Approx. Contract value (in INR)/ Amount paid to your firm |
|-----------------------------------|---|---|--|--|
| <i>{e.g., Jan.2009– Apr.2010}</i> | <i>{e.g., Development and/or design of Program management platform/tool, etc}</i> | | <i>{e.g., Ministry of, country}</i> | |
| | | | | |
| | | | | |

Form TECH-6:
Details of Man Power Proposed
(Indicative format)

| Sr. No | Particulars | Nos | Name | Total Years of Exp in Similar work |
|--------|-------------------------|-----|------|------------------------------------|
| 1. | Project Leader | 1 | | |
| 2 | Site Supervisor (3 Nos) | 3 | | |
| | a | | | |
| | b | | | |
| | c | | | |

Also, indicate the number of teams that are proposed to be deployed simultaneously to complete 125 samples per day.

**Form TECH-7:
Curriculum Vitae (CV)
(Indicative format)**

| | |
|--|---------------------------------|
| Position Title and No.: | <i>[e.g., K-1, Team Leader]</i> |
| Name of Expert: | <i>[insert full name]</i> |
| Date of Birth: | <i>[day/month/year]</i> |
| Country of Citizenship/Residence: | <i>[insert country]</i> |

Education: *[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained.]*

Employment record relevant to the Services: *[Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the Services does not need to be included.]*

| Period | Employing organization and your title/position. Contact information for references | Country | Summary of activities performed relevant to the Services |
|-----------------------------------|--|----------------|---|
| <i>[e.g., May 2015 – present]</i> | <i>[e.g. Ministry of _____, advisor/agency to _____ For references: phone _____ / email _____, Mr. Bbbbbbb, deputy minister]</i> | | |
| | | | |

Membership in Professional Associations and Publications: _____

Language Skills (indicate only languages in which you can work): _____

Form- Financial Proposal

Location _____

Date _____

To:

The Director,
National Institute of Urban Affairs
Core 4B, 01st Floor, India Habitat Centre
Lodhi Road, New Delhi – 110003

Dear Sir,

I, the undersigned, offer to provide services in Solid Waste Quantification, and Composition analysis in Ahmedabad, Gujarat, India in accordance with your Request for Quotation dated [XXXX] and our Technical Proposal. My Financial Proposal is for the amount of INR [XXXX] [*Indicate amount in words and figures*], including taxes, duties and fees as follows –

| Description | Unit Price (Man day rate in INR)/ services offered | Number of Days | Total (INR) | Taxes (INR) | Total including taxes(INR) |
|-------------|--|-------------------|-------------|----------------|----------------------------------|
| | | | | | |

My financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal.

I understand you reserve the right to annul the process and reject all Proposals at any time prior to the Contract award.

I remain,

Yours sincerely,

Authorized Signature: _____ [*In full and initials*]

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

Email: _____

Standard Contract

THIS CONTRACT (“Contract”) is entered into this XX April 2023, by and between the National Institute of Urban Affairs (“the Client”) having its principal place of business at 1st Floor, Core 4B, India Habitat Centre, Lodhi Road, New Delhi - 110 003,

and *[insert Agency's name]* (“the Agency”) having its principal office located at *[insert Agency's address]*; Telephone: _____, Email: _____.

BACKGROUND

The Client requires the Agency to perform the Services described in Annex A as part of the implementation of the Project.

WHEREAS, the Client wishes to have the Agency performing the Services hereinafter referred to, and

WHEREAS, the Agency is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

| | |
|---------------------------|--|
| 1. Services | The Agency shall perform the Services and submit the E-Learning Module specified in Annex A , “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”). |
| 2. Contract Period | The Agency shall perform the Services during the period commencing <i>[insert start date]</i> and ending on <i>[insert completion date]</i> or any other period as may be subsequently agreed by the parties in writing. |
| 3. Payment | <p>A. <u>Ceiling</u></p> <p>For Services rendered pursuant to Annex A, the Client shall pay the Agency an amount not to exceed a ceiling of <i>[insert ceiling amount]</i>. This amount has been established based on the understanding that it includes all of the Agency’s costs and profits as well as any tax obligation that may be imposed on the Agency.</p> <p>B. <u>Payment modalities</u></p> <p>The payment schedule and conditions are specified in Annex B.</p> |

| | |
|---|---|
| | <p>Payments shall be made no later than 30 days following submission of original invoices in duplicate to the Coordinator designated in article 4 on the following bank account:</p> <p>Bank account number:</p> <p>Bank account's name:</p> |
| 4. Contract Administration | <p>A. <u>Coordinator</u></p> <p>The Client designates Mr. _____, Designation, Department, National Institute of Urban Affairs (NIUA) as Client's Coordinator; the Coordinator shall be responsible for the coordination of the Services under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.</p> <p>“Terms of Reference and Scope of Services” shall be submitted as part of the Services, and will constitute the basis for payments to be made under article 3.</p> |
| 5. Performance Standard | The agency undertakes to perform the services in compliance with the highest ethical and professional standards. |
| 6. Confidentiality | The agency shall not, during the term of this contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this contract or the client's business or operations without the prior written consent of the client. |
| 7. Ownership of Material | Any study, report or other output such as drawings, software or else, prepared by the agency for the client under the contract shall belong to and remain the property of the client. The agency may retain a copy of such documents and software. |
| 8. Unfair Competitive Advantage and Conflicting Activities | The Agency had (or any of its Affiliates) been engaged by the Client to provide goods, works, or services for a project, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or services. Conversely, a Agency (or any of its Affiliates) hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the consulting services for such preparation or implementation. |

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| 9. Insurance | The Agency will be responsible for subscribing to an appropriate insurance coverage to their employee. |
| 10. Assignment | The agency shall not assign this contract or subcontract any portion of it without the client's prior written consent. |
| 11. Law Governing Contract and Language | The contract shall be governed by the laws of India, and the language of the contract shall be the English language. |
| 12. Termination | The contract may be terminated by the client if the Agency fails to perform the Services or fails to submit satisfactory reports as specified in Annex A. The termination shall be preceded by a 15 days' notice. At the cost and liability of the Agency. |
| 13. Dispute Resolution | Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended. Any arbitration proceedings shall, unless otherwise agreed by the Parties, be held at New Delhi in INDIA. |
| 14. Agency's Status | If the Agency has the status of an independent Agency, the Agency shall not be deemed to be an employee of the Government of the Country of the Client or an employee of the Client by virtue of the Contract. The Agency shall have no right to payments, allowances, compensation, pension or reimbursements of any kind, except as explicitly specified in the Contract. |

FOR THE CLIENT

FOR THE AGENCY

Signed by: Dr. Debolina Kundu

Signed by:

Title: Director (Additional Charge), NIUA

Title:

ANNEX A - Terms of Reference and Scope of the Services

ANNEX B - Payment Schedule and Modalities